

Agreement No. 40.05.01C.22062
A. G. Contract No. KR890874TRD
City Index No. ST-882340
ECS File: JPA-89-78
Project: 101-L-MA-18 H2444 01C
Section: Agua Fria Freeway L101
59th Ave - 35th Ave
Joint Use Storm Drain

55367

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into April 27, 1990,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and THE
CITY OF PHOENIX, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 and City Charter, Chapter II, Section 2 to enter
into this agreement and has by resolution, a copy of which is
attached hereto and made a part hereof, resolved to enter into
this agreement and has authorized the undersigned to execute
this agreement on behalf of the City.

3. Incident to the construction of the Agua Fria Freeway
(L-101) from 500 feet east of 59th Avenue to 500 feet east of
35th Avenue, it is necessary to construct a storm drain within
51st Avenue from a detention basin north of the highway to a
point of discharge in Skunk Creek. The Capital Improvement
Program Schedule adopted by the City includes a storm drain to
be constructed in 51st Avenue along the same alignment as the
State's storm drain, and it is in the best interest of the
State and City to construct a joint use storm drain through
this reach, as shown on Exhibit B attached hereto.

NO.	<u>14689</u>
FILED WITH SECRETARY OF STATE	
Date Filed	<u>4/27/90</u>
	<u>Jim Sheen</u> Secretary of State
By	<u>V. Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

A. The State will:

1. Redesign its storm drain from the Outer Loop Highway right-of-way to the point of discharge in Skunk Creek, at no cost to City, based upon the preliminary flow data provided by the City.

2. Provide for future tie-ins by City.

3. Submit final design plans and calculations for review and comment by the City. Incorporate City comments as appropriate.

4. Call for bids and award one or more construction contracts, administer same and upon completion approve and accept the project. Be responsible for any contractor claims for extra compensation attributable to State.

5. Furnish as-built plans to City within forty-five (45) days following final payment to the contractor.

6. Upon completion of the construction of said storm drain, submit a detailed breakdown of actual construction costs, together with an invoice for the City's agreed upon percentage of the cost (47.5%), estimated at \$63,650 as shown on Exhibit A attached hereto.

7. Maintain the storm drain within the State right-of-way.

B. The City will:

1. Furnish preliminary design sketches and calculations prepared by City for 51st Avenue storm drain to be modified by State.

2. Review State's plans and provide comments as appropriate.

3. Reimburse State City's portion of the work, estimated at \$63,650, within forty five days after receipt of the invoice. Be responsible for any contractor claims for extra compensation attributable to City.

4. Maintain the storm drain within the City right-of-way.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007


City Manager
City of Phoenix
251 W. Washington Street
Phoenix, AZ 85003

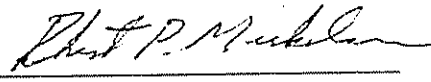
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

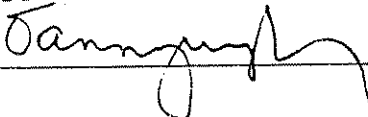
CITY OF PHOENIX, a Municipal
Corporation, Marvin A. Andrews,
City Manager

STATE OF ARIZONA
Department of Transportation

By 
Street Transportation Director
Title

By 
ROBERT P. MICKELSON
Deputy State Engineer

Attest DANNY MURPHY

By 

ACTING CITY CLERK
Title

2393j
18OCT

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EXHIBIT "A"
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
CITY OF PHOENIX

SUMMARY OF COSTS

Agreement No. 40-2205-01C-062
Agua Fria Freeway (SL 101)
ADOT TRACS No.: 101 L MA 18 H2444 01C

1. City of Phoenix drainage estimated costs.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
18" Storm Drain Pipe (Marco Polo Road to Tonto Drive)	700 L.F.	\$50.00 / ft.	\$35,000.00
24" Storm Drain Pipe (Tonto Drive to Skunk Creek)	700L.F.	\$60.00 / ft.	\$42,000.00
Manholes (MAG 520, 522)	2 ea.	\$2,500 / ea.	<u>\$5,000.00</u>
SUB-TOTAL:			\$82,000.00
Staking and Inspection:			<u>\$ 5,000.00</u>
			\$87,000.00

2. Arizona Department of Transportation drainage estimated costs.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
24" Storm Drain Pipe (Marco Polo Drive to Skunk Creek)	1,400L.F.	\$60.00 / ft.	\$84,000.00
Manholes (C-18.10, No. 3)	2 ea.	\$3,500 / ea.	<u>\$7,000.00</u>
SUB-TOTAL:			\$91,000.00
Staking and Inspection:			<u>\$ 5,000.00</u>
			\$96,000.00

3. Joint use storm drainage estimated costs.

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
30" Strom Drain Pipe (Marco Polo Road to Tonto Drive)	700 L.F.	\$80.00 / ft.	\$56,000.00
36" Storm Drain Pipe (Tonto Drive to Skunk Creek)	700L.F.	\$90.00 / ft.	\$63,000.00
Manholes (MAG 520, 522)	2 ea.	\$3,500 / ea.	<u>\$ 7,000.00</u>
SUB-TOTAL:			\$126,000.00
Staking and Inspection:			<u>\$ 8,000.00</u>
			\$134,000.00

If both the City of Phoenix and the State of Arizona installed separate storm drain facilities, the total estimated costs would be \$183,000.00, equal to the sum of \$87,000 and \$96,000. The City and the State percentage shares of this cost would be 47.5% and 52.5% respectively.

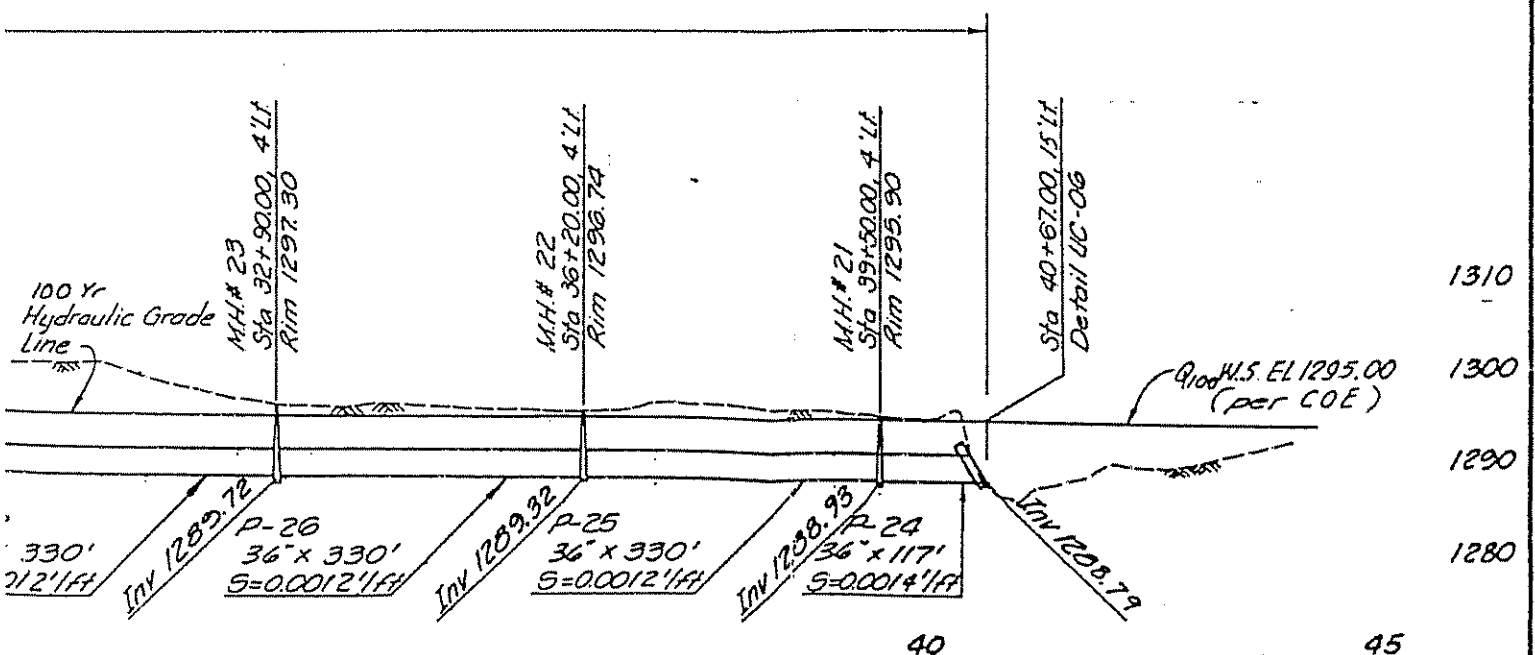
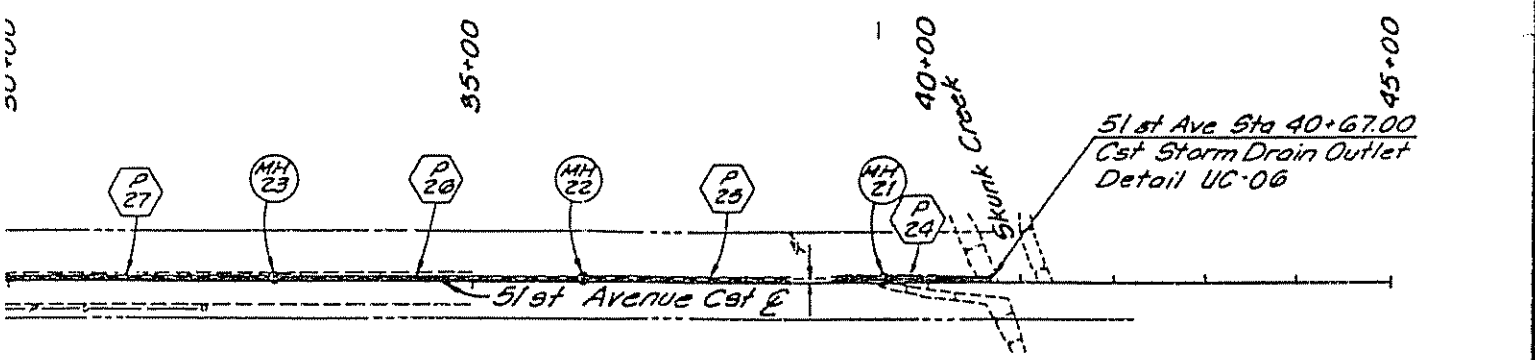
The cost for construction of a joint use facility is estimated to be \$134,000.00. The City and the State agree to pay their percentage share of actual construction cost. Estimated construction cost and savings for the joint storm drain are as follows:

City Cost: $.475 \times 134,000 = \underline{\$63,650.00}$

City Savings: $\$87,000.00 - 63,650.00 = \$23,350.00$

State Cost: $.525 \times 134,000 = \underline{\$70,350.00}$

State Savings: $\$96,000.00 - 70,350.00 = \$25,650.00$



DESIGN: **MAC**

DRAWN: **LF**

CHECKED: **GL**

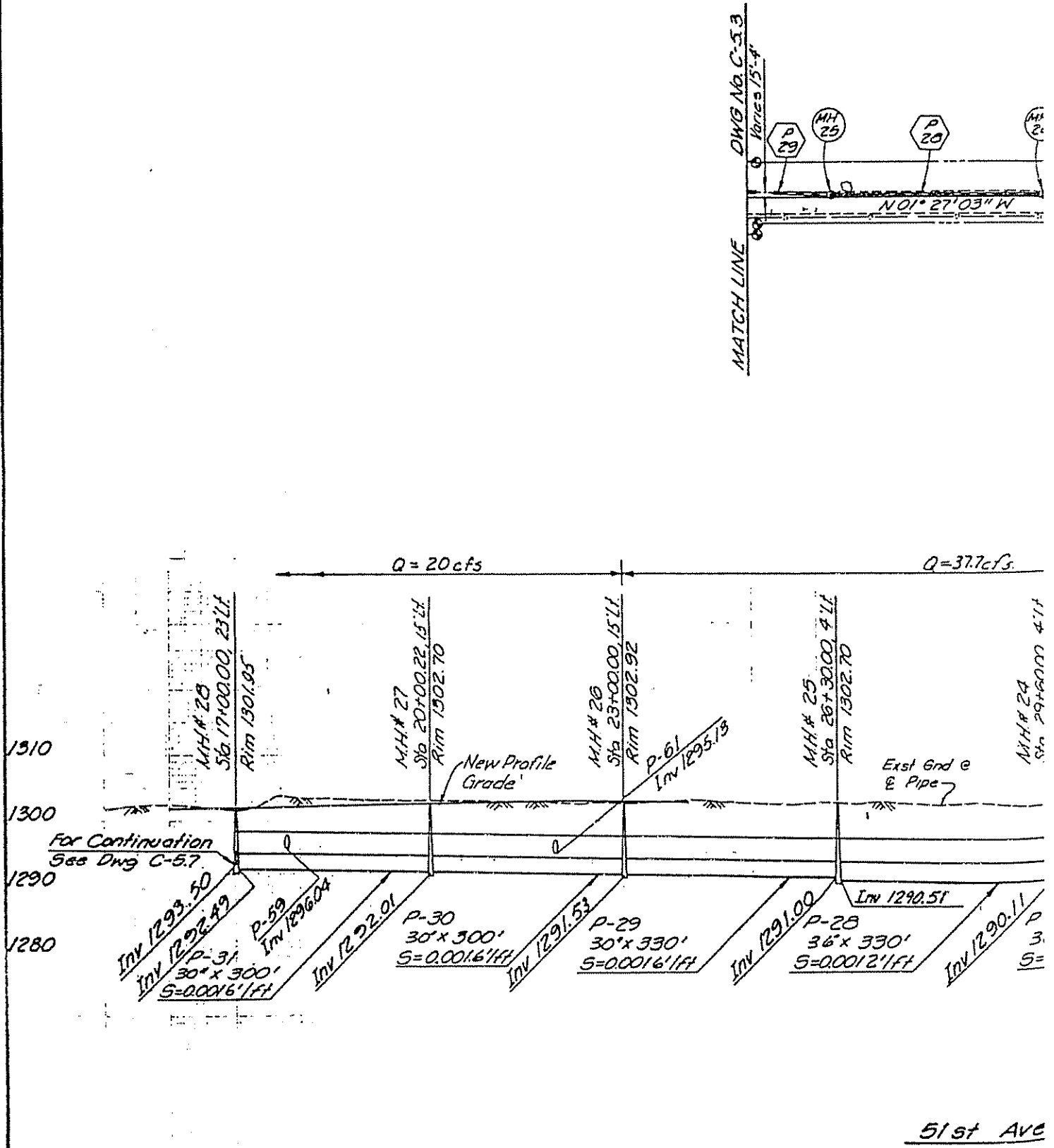
APPROVED: **REV**

ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION OUTER LOOP HIGHWAY			
RBM-600-0-504 59TH AVE TO 35TH AVE			
51ST AVENUE DETENTION DRAIN PIPE			
STA 18+72.02 TO STA 40+67.00			
ROUTE	MILEPOST	LOCATION OR STRUCTURE NO	SHEET NO
SR-101L			C-5.15

STANLEY CONSULTANTS
OF ARIZONA, INC.

TRACS NO. H0797 06C

EXHIBIT 'B'

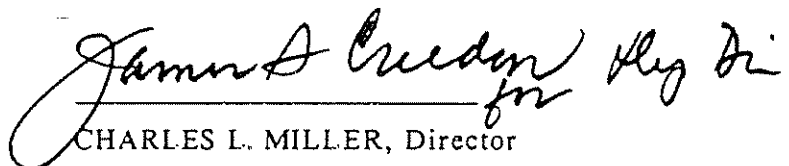


Outer Loop Highway
Section 5c
Tracs No. 101 L MA 18 H2244 01C
Intergovernmental Agreement No. 40-2205-01C-062

RESOLUTION

BE IT RESOLVED on this 9 day of March, 1989, that I, CHARLES L. MILLER, as Director of the Department of Transportation, have determined that in the interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an agreement with the CITY OF PHOENIX for the installation of a joint use storm drain within 51st Avenue from Marco Polo Road to Skunk Creek.

THEREFORE, authorization is hereby given to draft said agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.



CHARLES L. MILLER, Director
Arizona Department of Transportation

Start - 10/1/01
Bartfield

RESOLUTION NO. 17657

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION, STATE OF ARIZONA, FOR COSTS SHARING OF AN AQUA FRIA FREEWAY TO SKUNK CREEK STORM DRAIN; FURTHER AUTHORIZING THE EXPENDITURE OF FUNDS; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX
as follows:

SECTION 1. That the City Manager be and he is hereby authorized to enter into an Intergovernmental Agreement with the Department of Transportation, State of Arizona, for purposes of costs sharing of the Aqua Fria Freeway to Skunk Creek storm drain.

SECTION 2. That the City Controller be and is hereby authorized to expend the necessary funds for purposes of this resolution in an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000).

SECTION 3. WHEREAS, the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health, and safety, an EMERGENCY is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Council as required by the City Charter, and is hereby exempted from the referendum clause of said Charter.

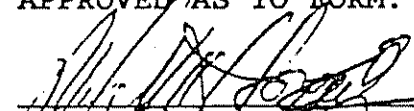
PASSED by the Council of the City of Phoenix
this 14 day of March, 1990.


VICE MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM:


ACTING
City Attorney

REVIEWED BY:


ASSISTANT
City Manager

REC'D MAR 14 PM 1:27
CITY CLERK DEPT. 8

JPA 89-78

APPROVAL OF THE CITY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PHOENIX, and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 22^d day of February, 1990.

ACTING


City Attorney

3/11/1
1979j



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KA89-2907, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 12th day of December, 1989.

ROBERT K. CORBIN
Attorney General


GRAHAM ALEX TURNER
Assistant Attorney General
Transportation Division

0685G